

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

MARK JONES, ET AL.,	:	
	:	
Plaintiffs,	:	Civil Action No. 2:18-CV-00411
	:	
v.	:	Judge James L. Graham
	:	Magistrate Judge Elizabeth Preston Deavers
	:	
CENLAR AGENCY, INC., ET AL.,	:	ANSWER OF DEFENDANT
	:	CENLAR FSB TO PLAINTIFFS'
Defendants.	:	AMENDED COMPLAINT

Now comes Defendant, Cenlar FSB, improperly sued here as Cenlar Agency, Inc. ("Cenlar") and for its Answer to the First Amended Complaint (the "Complaint") of Plaintiffs Mark Jones and Erika Jones (collectively "Plaintiffs") (Doc. No. 25), hereby states as follows:

I. INTRODUCTION

1. The introduction to Plaintiffs' Complaint states the basis for Plaintiffs' Complaint and as such, no response is required. To the extent a response is required, Cenlar denies it violated federal law. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 1 of Plaintiffs' Complaint and therefore, denies the same.

II. PRELIMINARY STATEMENT

2. Paragraph 2 of Plaintiffs' Complaint states the basis for Plaintiffs' Complaint and calls for legal conclusions, and as such, no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 2.

III. JURISDICTION

3. Cenlar states the allegations set forth in Paragraph 3 of Plaintiffs' Complaint call for a legal conclusion to which no response is required.

4. Cenlar states the allegations set forth in Paragraph 4 of Plaintiffs' Complaint call for a legal conclusion to which no response is required.

5. Cenlar states the allegations set forth in Paragraph 5 of Plaintiffs' Complaint call for a legal conclusion to which no response is required.

6. Cenlar states the allegations set forth in Paragraph 6 of Plaintiffs' Complaint call for a legal conclusion to which no response is required.

7. Cenlar states the allegations set forth in Paragraph 7 of Plaintiffs' Complaint call for a legal conclusion to which no response is required.

IV. PARTIES

8. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 8 of Plaintiffs' Complaint and therefore, denies the same.

9. Cenlar denies the allegations set forth in Paragraph 9 of Plaintiffs' Complaint.

10. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 10 of Plaintiffs' Complaint and therefore, denies the same.

11. Cenlar denies the allegations set forth in Paragraph 11 of Plaintiffs' Complaint.

12. Cenlar denies the allegations set forth in Paragraph 12 of Plaintiffs' Complaint.

V. FACTUAL ALLEGATIONS

13. Cenlar incorporates, in response to Paragraph 13 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

14. Cenlar states the Note referenced in Paragraph 14 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations set forth in Paragraph 14 of Plaintiffs' Complaint that are inconsistent therewith.

15. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 15 of Plaintiffs' Complaint and therefore, denies the same.

16. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 16 of Plaintiffs' Complaint and therefore, denies the same.

17. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 17 of Plaintiffs' Complaint and therefore, denies the same.

18. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 18 of Plaintiffs' Complaint and therefore, denies the same.

19. In response to the allegations set forth in Paragraph 19 of Plaintiffs' Complaint, Cenlar admits that on or about September 9, 2016, Cenlar began subservicing the Mortgage Loan.

20. Cenlar states the referenced correspondence speaks for itself and Cenlar denies any allegations set forth in Paragraph 20 of Plaintiffs' Complaint that are inconsistent therewith.

21. Cenlar denies the allegations set forth in Paragraph 21 of Plaintiffs' Complaint.

22. Cenlar denies the allegations set forth in Paragraph 22 of Plaintiffs' Complaint.

23. Cenlar denies the allegations set forth in Paragraph 23 of Plaintiffs' Complaint.

24. Cenlar denies the allegations set forth in Paragraph 24 of Plaintiffs' Complaint.

25. Cenlar denies the allegations set forth in Paragraph 25 of Plaintiffs' Complaint.

26. Cenlar denies the allegations set forth in Paragraph 26 of Plaintiffs' Complaint.

27. Cenlar denies the allegations set forth in Paragraph 27 of Plaintiffs' Complaint.

28. Cenlar admits Plaintiffs defaulted on their Mortgage Loan payments, and specifically denies that Plaintiffs' default was caused by Cenlar's servicing of the Mortgage Loan. Further answering, Cenlar is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 28 of Plaintiffs' Complaint and therefore, denies the same.

29. Cenlar admits the allegations set forth in Paragraph 29 of Plaintiffs' Complaint.

30. Cenlar states the March 12, 2017 correspondence referred to in Paragraph 30 of Plaintiffs' Complaint speaks for itself and denies any allegations set forth in Paragraph 30 that are inconsistent therewith.

31. Cenlar states the March 22, 2017 correspondence referred to in Paragraph 31 of Plaintiffs' Complaint speaks for itself and denies any allegations set forth in Paragraph 31 that are inconsistent therewith.

32. Cenlar states the March 23, 2017 Notice referred to in Paragraph 32 of Plaintiffs' Complaint speaks for itself and denies any allegations set forth in Paragraph 32 that are inconsistent therewith.

33. Cenlar states the letter referred to in Paragraph 33 of Plaintiffs' Complaint and accompanying documents speak for themselves and denies any allegations set forth in Paragraph 33 that are inconsistent therewith.

34. Cenlar denies the allegations set forth in Paragraph 34 of Plaintiffs' Complaint.

35. Cenlar denies the allegations set forth in Paragraph 35 of Plaintiffs' Complaint.

36. Cenlar admits Plaintiffs submitted documents on May 1, 2017 and denies all of the requested information was submitted.

37. Cenlar denies the allegations set forth in Paragraph 37 of Plaintiffs' Complaint.

38. Cenlar denies the allegations set forth in Paragraph 38 of Plaintiffs' Complaint.

39. Cenlar states the May 8, 2017 Notice referred to in Paragraph 39 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations set forth in Paragraph 39 that are inconsistent therewith.

40. Cenlar denies the allegations set forth in Paragraph 40 of Plaintiffs' Complaint.

41. Cenlar denies the allegations set forth in Paragraph 41 of Plaintiffs' Complaint.

42. Cenlar states the May 24, 2017 notice referred to in Paragraph 42 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations set forth in Paragraph 42 that are inconsistent therewith.

43. Cenlar states the May 24, 2017 notice referred to in Paragraph 43 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations set forth in Paragraph 43 that are inconsistent therewith.

44. Cenlar denies the allegations set forth in Paragraph 44 of Plaintiffs' Complaint.

45. Cenlar denies the allegations set forth in Paragraph 45 of Plaintiffs' Complaint.

46. Cenlar denies the allegations set forth in Paragraph 46 of Plaintiffs' Complaint.

47. Cenlar denies the allegations set forth in Paragraph 47 of Plaintiffs' Complaint.

48. Cenlar denies the allegations set forth in Paragraph 48 of Plaintiffs' Complaint.

49. Cenlar denies the allegations set forth in Paragraph 49 of Plaintiffs' Complaint.

50. Cenlar denies the allegations set forth in Paragraph 50 of Plaintiffs' Complaint.

51. Cenlar denies the allegations set forth in Paragraph 51 of Plaintiffs' Complaint.

52. Cenlar denies the allegations set forth in Paragraph 52 of Plaintiffs' Complaint.

53. Cenlar states the April 27, 2017 letter referred to in Paragraph 53 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations that are inconsistent therewith.

54. Cenlar states the April 27, 2017 letter referred to in Paragraph 54 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations that are inconsistent therewith.

55. Cenlar states the April 27, 2017 letter referred to in Paragraph 55 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations that are inconsistent therewith.

56. Cenlar denies the allegations set forth in Paragraph 56 of Plaintiffs' Complaint.

57. Cenlar denies the allegations set forth in Paragraph 57 of Plaintiffs' Complaint.

58. Cenlar denies the allegations set forth in Paragraph 58 of Plaintiffs' Complaint.

59. Cenlar denies the allegations set forth in Paragraph 59 of Plaintiffs' Complaint.

Defendants Fail to Answer Plaintiffs' Questions About Their Mortgage Loan

60. Cenlar states the correspondence attached to Plaintiffs' Complaint as Exhibit A speaks for itself and Cenlar denies any allegations set forth in Paragraph 60 of Plaintiffs' Complaint that are inconsistent therewith.

61. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 61 of Plaintiffs' Complaint and therefore, denies the same.

62. Cenlar admits the allegations set forth in Paragraph 62 of Plaintiffs' Complaint.

63. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 63 of Plaintiffs' Complaint and therefore, denies the same.

64. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 64 of Plaintiffs' Complaint and therefore, denies the same.

65. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 65 of Plaintiffs' Complaint and therefore, denies the same.

66. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 66 of Plaintiffs' Complaint and therefore, denies the same.

67. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 67 of Plaintiffs' Complaint and therefore, denies the same.

68. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 68 of Plaintiffs' Complaint and therefore, denies the same.

69. Cenlar is without sufficient knowledge or information to form a belief as to the truth of the allegations set forth in Paragraph 69 of Plaintiffs' Complaint and therefore, denies the same.

70. Cenlar denies the allegations set forth in Paragraph 70 of Plaintiffs' Complaint.

71. Cenlar denies the allegations set forth in Paragraph 71 of Plaintiffs' Complaint.

72. Cenlar denies the allegations set forth in Paragraph 72 of Plaintiffs' Complaint.

73. Cenlar denies the allegations set forth in Paragraph 73 of Plaintiffs' Complaint.

74. Cenlar denies the allegations set forth in Paragraph 74 of Plaintiffs' Complaint.

75. Cenlar denies the allegations set forth in Paragraph 75 of Plaintiffs' Complaint.

VI. FIRST COUNT – RESPA: QWR Violations against Cenlar

76. Cenlar incorporates, in response to Paragraph 76 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

77. Cenlar states Paragraph 77 calls for a legal conclusion to which no response is required.

78. Cenlar states Paragraph 78 calls for a legal conclusion to which no response is required.

79. Cenlar states Paragraph 79 calls for a legal conclusion to which no response is required.

80. Cenlar states the May 17, 2017 correspondence referenced in Paragraph 80 of Plaintiffs' Complaint and attached as Exhibit A to Plaintiffs' Complaint speaks for itself and denies any allegations set forth in Paragraph 80 of Plaintiffs' Complaint inconsistent therewith.

81. Cenlar states the May 17, 2017 correspondence referenced in Paragraph 100 of Plaintiffs' Complaint and attached as Exhibit A to Plaintiffs' Complaint speaks for itself and denies any allegations set forth in Paragraph 81 of Plaintiffs' Complaint inconsistent therewith. Further answering, the remaining allegations call for a legal conclusion to which no response is required.

82. Paragraph 101 calls for a legal conclusion to which no response is required.

83. Paragraph 83 calls for a legal conclusion to which no response is required.

84. Paragraph 84 calls for a legal conclusion to which no response is required.

85. Paragraph 85 calls for a legal conclusion to which no response is required.

86. Paragraph 86 calls for a legal conclusion to which no response is required.

87. Paragraph 87 calls for a legal conclusion to which no response is required.

88. Paragraph 88 calls for a legal conclusion to which no response is required.

89. Paragraph 89 calls for a legal conclusion to which no response is required.

90. Paragraph 90 calls for a legal conclusion to which no response is required.

91. Cenlar denies the allegations set forth in Paragraph 91 of Plaintiffs' Complaint.

92. Cenlar denies the allegations set forth in Paragraph 92 of Plaintiffs' Complaint.

93. Cenlar denies the allegations set forth in Paragraph 93 of Plaintiffs' Complaint.

94. Cenlar denies the allegations set forth in Paragraph 94 of Plaintiffs' Complaint.

95. Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 95 of Plaintiffs' Complaint, and therefore denies the same.

96. Cenlar denies the allegations set forth in Paragraph 96 of Plaintiffs' Complaint.

VII. SECOND COUNT – RESPA: Loss Mitigation and Dual Tracking Violations Against Cenlar

97. Cenlar incorporates, in response to Paragraph 97 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

98. Cenlar admits the allegations set forth in Paragraph 98 of Plaintiffs' Complaint.

99. Cenlar admits the allegations set forth in Paragraph 99 of Plaintiffs' Complaint.

100. Cenlar denies the allegations set forth in Paragraph 100 of Plaintiffs' Complaint.

101. Paragraph 101 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 101 of Plaintiffs' Complaint.

102. Paragraph 102 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 102 of Plaintiffs' Complaint.

103. Cenlar denies the allegations set forth in Paragraph 103 of Plaintiffs' Complaint.

104. Paragraph 104 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 104 of Plaintiffs' Complaint.

105. Paragraph 105 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 105 of Plaintiffs' Complaint.

106. Paragraph 106 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 106 of Plaintiffs' Complaint.

107. Paragraph 107 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 107 of Plaintiffs' Complaint.

108. Paragraph 108 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 108 of Plaintiffs' Complaint.

109. Paragraph 109 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 109 of Plaintiffs' Complaint.

110. Paragraph 110 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 110 of Plaintiffs' Complaint.

111. Cenlar denies the allegations set forth in Paragraph 111 of Plaintiffs' Complaint.

112. Cenlar denies the allegations set forth in Paragraph 112 of Plaintiffs' Complaint.

113. Cenlar denies the allegations set forth in Paragraph 113 of Plaintiffs' Complaint.

114. Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 114 of Plaintiffs' Complaint, and therefore denies the same.

115. Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 115 of Plaintiffs' Complaint, and therefore denies the same.

116. Cenlar denies the allegations set forth in Paragraph 116 of Plaintiffs' Complaint.

117. Cenlar denies the allegations set forth in Paragraph 117 of Plaintiffs' Complaint.

118. Cenlar denies the allegations set forth in Paragraph 118 of Plaintiffs' Complaint.

119. Cenlar denies the allegations set forth in Paragraph 119 of Plaintiffs' Complaint.

VIII. THIRD COUNT – RESPA: QWR Violations Against Selene

120. Cenlar incorporates, in response to Paragraph 120 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

121. The allegations contained in Paragraph 121 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

122. The allegations contained in Paragraph 122 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

123. The allegations contained in Paragraph 123 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

124. The allegations contained in Paragraph 124 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

125. The allegations contained in Paragraph 125 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

126. The allegations contained in Paragraph 126 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

127. The allegations contained in Paragraph 127 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is

required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

128. The allegations contained in Paragraph 128 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

129. The allegations contained in Paragraph 129 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

130. The allegations contained in Paragraph 130 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

131. The allegations contained in Paragraph 131 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

132. The allegations contained in Paragraph 132 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

133. The allegations contained in Paragraph 133 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

134. The allegations contained in Paragraph 134 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

135. The allegations contained in Paragraph 135 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

136. The allegations contained in Paragraph 136 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

137. Cenlar incorporates, in response to Paragraph 137 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

138. The allegations contained in Paragraph 138 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

IX. FOURTH COUNT – FDCPA Violations Against Cenlar

139. Cenlar incorporates, in response to Paragraph 139 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

140. Paragraph 140 calls for a legal conclusion to which no response is required.

141. Paragraph 141 calls for a legal conclusion to which no response is required.

142. Paragraph 142 calls for a legal conclusion to which no response is required.

143. Cenlar admits the allegations set forth in Paragraph 143 of Plaintiffs' Complaint.

144. Paragraph 144 calls for a legal conclusion to which no response is required.

145. Paragraph 145 calls for a legal conclusion to which no response is required.

146. Cenlar denies the allegations set forth in Paragraph 146 of Plaintiffs' Complaint.

147. Cenlar denies the allegations set forth in Paragraph 147 of Plaintiffs' Complaint.

148. Cenlar denies the allegations set forth in Paragraph 148 of Plaintiffs' Complaint.

149. Cenlar denies the allegations set forth in Paragraph 149 of Plaintiffs' Complaint.

150. Cenlar denies the allegations set forth in Paragraph 150 of Plaintiffs' Complaint.

151. Cenlar states Paragraph 151 calls for a legal conclusion to which no response is required. To the extent a response is required, the April 27, 2017 correspondence referred to in Paragraph 151 of Plaintiffs' Complaint speaks for itself and Cenlar denies any allegations that are inconsistent therewith.

152. Cenlar states Paragraph 152 calls for a legal conclusion to which no response is required. To the extent a response is required Cenlar denies the allegations set forth in Paragraph 152 of Plaintiffs' Complaint.

153. Cenlar states Paragraph 153 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 153 of Plaintiffs' Complaint.

154. Cenlar states Paragraph 154 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 154 of Plaintiffs' Complaint.

155. Cenlar states Paragraph 155 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 155 of Plaintiffs' Complaint.

156. Cenlar states Paragraph 156 calls for a legal conclusion to which no response is required. To the extent a response is required, Cenlar denies the allegations set forth in Paragraph 156 of Plaintiffs' Complaint.

157. Cenlar denies the allegations set forth in Paragraph 157 of Plaintiffs' Complaint.

158. Cenlar denies the allegations set forth in Paragraph 158 of Plaintiffs' Complaint.

159. Cenlar denies the allegations set forth in Paragraph 159 of Plaintiffs' Complaint.

160. Cenlar denies the allegations set forth in Paragraph 160 of Plaintiffs' Complaint.

161. Cenlar denies the allegations set forth in Paragraph 161 of Plaintiffs' Complaint.

X. FIFTH COUNT – FDCPA Violations Against Selene

162. Cenlar incorporates, in response to Paragraph 162 of Plaintiffs' Complaint, the admissions, denials, and statements above, the same as if fully rewritten herein.

163. The allegations contained in Paragraph 163 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is

required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

164. The allegations contained in Paragraph 164 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

165. The allegations contained in Paragraph 165 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

166. The allegations contained in Paragraph 166 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

167. The allegations contained in Paragraph 167 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

168. The allegations contained in Paragraph 168 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

169. The allegations contained in Paragraph 169 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

170. The allegations contained in Paragraph 170 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

171. The allegations contained in Paragraph 171 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

172. The allegations contained in Paragraph 172 of Plaintiffs' Complaint are not directed towards Cenlar and as such, no response is required. To the extent any response is required Cenlar is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

PRAYER FOR RELIEF

173. To the extent directed at Cenlar, Cenlar denies the allegations and relief sought in the Plaintiffs' Prayer for Relief, including subparts A through F.

174. Cenlar hereby denies any and all allegations not specifically admitted herein.

AFFIRMATIVE DEFENSES

In further response to the allegations set forth in Plaintiffs' Complaint, and without waiving any denials of fact or liability set forth hereinabove, Cenlar hereby sets forth the following Affirmative Defenses:

FIRST AFFIRMATIVE DEFENSE

175. Plaintiffs' Complaint fails to state a claim upon which relief may be granted against Cenlar.

SECOND AFFIRMATIVE DEFENSE

176. Cenlar's alleged conduct was privileged and/or justified.

THIRD AFFIRMATIVE DEFENSE

177. Plaintiffs' claims may be barred because Cenlar at all times complied in good faith with all applicable statutes and regulations.

FOURTH AFFIRMATIVE DEFENSE

178. Plaintiffs did not submit a timely facially complete loss mitigation application by April 30, 2017.

FIFTH AFFIRMATIVE DEFENSE

179. Plaintiffs did not suffer any actual damages.

SIXTH AFFIRMATIVE DEFENSE

180. Any correspondence Plaintiffs may have sent Cenlar did not constitute a Qualified Written Request, Notice of Error or Request for Information pursuant to RESPA.

SEVENTH AFFIRMATIVE DEFENSE

181. Some or all of Plaintiffs' claims are barred by the doctrines of waiver and/or collateral estoppel.

EIGHTH AFFIRMATIVE DEFENSE

182. Plaintiffs' claims may be barred because any alleged acts of Cenlar giving rise to Plaintiffs' claims, if any, were not intentional and were the result of an innocent mistake and/or bona fide error notwithstanding reasonable procedures adapted and implemented by Cenlar to avoid such acts or omissions.

NINTH AFFIRMATIVE DEFENSE

183. Plaintiffs may have waived any and all claims they may have had against Cenlar.

TENTH AFFIRMATIVE DEFENSE

184. Cenlar is entitled to all defenses, presumptions, and inferences provided by the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*

ELEVENTH AFFIRMATIVE DEFENSE

185. Some of all of Plaintiffs' claims are barred by the applicable statute of limitations.

186. Cenlar specifically gives notice it intends to rely upon such other defenses as may become available by law, or pursuant to statute, or during any further discovery proceedings of this case, and hereby reserves the right to amend its Answer and assert such defenses.

WHEREFORE, Cenlar prays for judgment as follows:

1. Judgment be entered in favor of Cenlar and/or Plaintiffs' claims against Cenlar be dismissed in their entirety, with prejudice, and on the merits;
2. Plaintiffs take nothing by way of their Complaint herein;
3. For costs of suit incurred herein; and
4. For such other and further relief as this Court may deem just and proper.

Respectfully submitted:

/s/ Alicia Bond-Lewis
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Counsel for Defendant Cenlar FSB

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been duly served upon the following by the Court's CM/ECF Electronic Filing System this 19th day of October 2018.

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/s/ Alicia Bond-Lewis

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